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2. Corporations (§§ 220, 448*)—Action for Subscription—Defenses—Promoter's Contract.—An agreement by the promoter of a corporation that he and his brother would take the stock off of a subscriber's hands is in no way binding upon the corporation or the other subscribers, who had no notice, and hence, in an action upon the subscription contract, evidence of such collateral agreement is inadmissible.

[Ed. Note.—For other cases, see Corporations, Cent. Dig. §§ 866, 1709, 1789-1792; Dec. Dig. §§ 220, 448.* 12 Va.-W. Va. Enc. Dig. 819.]

3. Corporations (§ 398*)—Action for Subscription—Defenses—Stockholder's Contract.—A mere stockholder has no power to bind a corporation; and hence an agreement by stockholders that, if the subscriber would buy a lot from the corporation, his subscription liability would be terminated is no defense to an action on a subscription contract.

[Ed. Note.—For other cases, see Corporations, Cent. Dig. §§ 1592-1594; Dec. Dig. § 398.* 12 Va.-W. Va. Enc. Dig. 819.]

4. Accord and Satisfaction (§ 16*)—Corporations (§ 354*)—Defense—Satisfaction.—To sustain the defense of accord and satisfaction, a showing of a satisfaction as well as an accord must be made, and hence, in an action on a subscription to stock, proof of an agreement that the subscriber should be excused if he purchased a lot from the corporation is no defense, where it did not appear that any such lot was purchased.

[Ed. Note.—For other cases, see Accord and Satisfaction, Cent. Dig. §§ 116-122; Dec. Dig. § 16,* Corporations, Cent. Dig. § 1496; Dec. Dig. § 354.* 1 Va.-W. Va. Enc. Dig. 81; 14 Va.-W. Va. Enc. Dig. 7; 15 Va.-W. Va. Enc. Dig. 9.]

Error to Circuit Court, Chesterfield County.

Motion by James Mann against H. D. Eichelberger, to recover upon a subscription to the stock of a corporation. There was a judgment for plaintiff, and defendant brings error. Affirmed.

W. B. Smith, of Richmond, and *S. W. Zimmer*, of Petersburg, for plaintiff in error.

Sale, Mann & Tyler, of Norfolk, for defendant in error.

LANSTON MONOTYPE MACH. CO. v. TIES-DISPATCH CO.

Jan. 15, 1914.

[80 S. E. 736.]

1. Injunction (§ 58*)—Adequate Remedy at Law—Equity—Negative Covenants.—Whether or not the object of a suit relating to

*For other cases see same topic and section NUMBER in Dec. Dig. & Am. Dig. Key No. Series & Rep'r Indexes.

chattels is specific performance of an agreement containing both affirmative and negative covenants, a court of equity cannot interfere by injunction to prevent the breach of a negative covenant, unless it appears that the complainant has no adequate remedy at law.

[Ed. Note.—For other cases, see Injunction, Cent. Dig. §§ 111-113; Dec. Dig. § 38.* 7 Va.-W. Va. Enc. Dig. 521; 14 Va.-W. Va. Enc. Dig. 540; 15 Va.-W. Va. Enc. Dig. 490.]

2. Injunction (§ 58*)—Specific Performance—Negative Covenants.—An injunction will not be granted to restrain a defendant from violating negative covenants when the agreement is of such a nature that it cannot be specifically enforced, where specific performance is the object of the suit.

[Ed. Note.—For other cases, see Injunction, Cent. Dig. §§ 111-113; Dec. Dig. § 58.* 7 Va.-W. Va. Enc. Dig. 590; 14 Va.-W. Va. Enc. Dig. 548; 15 Va.-W. Va. Enc. Dig. 499.]

3. Damages (§ 23*)—Contemplated Consequences.—Under an agreement for the sale of monotype machines, wherein defendant covenanted to use the machines until a certain date, and no other machines, and to operate them to their greatest efficiency, the plaintiff is not entitled to damages, due to defendant's almost immediate rejection of the machines, either at law or equity, to his business on account of any disrepute the act might bring to the machines; nothing being said in the agreement in regard to any such result, and such damages being uncertain, not proximate, and not possible to have entered into the contemplation of the parties.

[Ed. Note.—For other cases, see Damages, Cent. Dig. §§ 58, 62; Dec. Dig. § 23.* 4 Va.-W. Va. Enc. Dig. 173; 14 Va.-W. Va. Enc. Dig. 302; 15 Va.-W. Va. Enc. Dig. 251.]

Appeal from Law and Equity Court of City of Richmond.

Bill by the Lanston Monotype Machine Company to enjoin the Times-Dispatch Company from removing machines from its building. From a decree dismissing the bill, the plaintiff appeals. Affirmed.

LEMONS v. HARRIS et

Jan. 15, 1914.

[80 S. E. 740.]

1. Appeal and Error (§ 839*)—Review—Setting Aside Verdict—Record.—Though the sole ground relied on by one moving to set aside a verdict was the permitting of counsel to refer in argument to a section of the Code, yet it not appearing what reasons may

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